



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID # 31-13
FURNISH AND INSTALL PLAYGROUND EQUIPMENT AT
DAVID SCULL PARK AND MONTROSE COMMUNITY CENTER PARK**

Sealed bids addressed to the City of Rockville, Maryland to **FURNISH AND INSTALL PLAYGROUND EQUIPMENT AT DAVID SCULL PARK AND MONTROSE COMMUNITY CENTER PARK** will be received at the Purchasing Division, Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until **TUESDAY, APRIL 30, 2013 AT 2:00 PM. (ET).**

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

PROJECT DESCRIPTION

Provide and install playground equipment at two (2) City parks. Project shall include all labor, materials, equipment, demolition and removal of existing units, safety undersurface, border panels, excavation, installation, inspection, incidentals, guarantee for new play structures, border panels, safety undersurfaces, playground safety signs, benches, and compliance certificates.

David Scull Park shall have ADA picnic tables, benches, waste/recycling stations and grills installed on contractor provided concrete pads with securing hold down brackets on picnic tables.

Montrose Community Center Park shall have ADA picnic table, installed with contractor provided anchor "Pilot Rock # AGS - 1". Benches, waste/recycling station and grills installed on contractor provided concrete pads.

Contractor shall remove and properly dispose off-site the existing playground equipment at David Scull Park and Montrose Community Center Park, including existing picnic tables and benches in places where new items are being installed.

NOTE: Installation at Montrose Community Center Park must occur after August 1, 2013 due to City summer programs and Day Care at this location.

PRE-BID MEETING

A pre-bid meeting will be held on **Thursday, April 18, 2013 at 10:00 AM** at the City of Rockville Parks and Facilities Training Room, 14625 Rothgeb Drive, Rockville, Maryland 20851. Attendance is not mandatory but is strongly encouraged. For directions to the Rockville Parks and Facilities Offices, please call (240) 314-8700.

DEADLINE FOR QUESTIONS:

Questions pertaining to this Bid may be directed to Pat Ryan, Buyer II, via email at pryan@rockvillemd.gov, no later than **Tuesday, April 23, 2013 by 5:00 PM (ET)**. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

AWARD

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

BID BOND

A certified check or bid bond must accompany bids for five percent (5 %) of the amount of the bid, made payable to the Mayor and Council of Rockville.

AGREEMENT

The successful contractor shall be required to complete a two party standard form of agreement (sample attached).

PERFORMANCE AND PAYMENT BONDS

The successful contractor shall provide Performance and Payment Bonds in the amount specified herein.

SUBMISSION

All bids must be sealed and labeled on the outside of a sealed container to show the following:

FURNISH AND INSTALL PLAYGROUND EQUIPMENT

Name and address of Offeror

"Bid Number IFB 31-13

Closing Date **Tuesday, April 30, 2013 at 2PM**

All bids are to be addressed and delivered by the date and time specified on the cover to:

Pat Ryan, Buyer II

Purchasing Department, 2nd floor

City of Rockville

111 Maryland Avenue

Rockville, Maryland 20850

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO
BIDDERS
CONSTRUCTION 10/2012**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **PRE-BID MEETING** A pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
3. **SUBMISSION OF BID** All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. Envelope shall be clearly marked with the invitation for bid number. The following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - Bid Bond
 - Reference sheet
 - Other forms as required in the bid document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud. Bidders may attend bid openings.
5. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted at:
<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms

and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
8. **BID WITHDRAWAL** Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.
9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

10. ELECTRONIC PAYMENT OPTION

The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

<http://www.rockvillemd.gov/business/payment>

11. SENSITIVE DOCUMENTS

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as "sensitive") will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

- 12. DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

- 13. ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting

prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

- 14. MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

- 15. PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

- 16. PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

- 17. BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

18. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

- 19. QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

- 20. PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).

Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.

21. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.

22. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.

23. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

24. **BID BOND** Bids must be accompanied by a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. Bid bonds will not be returned.

25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and Bonds.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

PERFORMANCE BOND The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

PAYMENT BOND For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond.

Failure of the successful bidder to execute the agreement and supply the required forms within fifteen (15) calendar days shall constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

27. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, not withstanding that such materials/workmanship have been previously been overlooked and accepted.

29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall

not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
32. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this

contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.
37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice

from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

38. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS

The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addenda thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

39. SPECIFICATIONS The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications

for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.

2. Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."

3. Standard Specifications of WSSC dated July 2005.

4. Montgomery County Department of Transportation "Design Standards" August 1991.

5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"

6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.

7. Montgomery County Noise Ordinance.

40. CONTRACT DOCUMENTS The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have fail to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

41. INTERPRETATION Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

42. PRE-CONSTRUCTION CONFERENCE A pre-construction conference may be held following contract award. The meeting must be attended by the

Contractor. No compensation will be made by the City to the Contractor for meetings.

43. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
44. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.
45. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
46. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

47. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
48. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
49. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

50. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
51. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control

Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of

the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.

56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.

58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban

Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
62. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the

operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

63. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
64. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.
65. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
66. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the

whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

67. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES**

The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.

69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the

Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.

72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

- A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
- B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
- C. **Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be

specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.

- D. Materials and Supplies Not Incorporated in the Work. For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence. No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- G. Contractor's Fixed Fee. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

(1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.

- H. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project

Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.

- I. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.

(3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.

(4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

74. ALLOWANCES Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.

75. PROGRESS PAYMENTS AND RETAINAGE The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA

G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

76. **FINAL PAYMENT REQUEST** Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

77. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
78. **GUARANTEES / WARRANTIES** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.
79. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

80. **Substantial Completion.** Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.
82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.

83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.

86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.

87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.

88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be

permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a

minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc. - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

89. **PARKING, STORAGE AND STAGING AREAS**

Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.

90. **PEDESTRIAN TRAFFIC**

Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

91. **HANDICAP ACCESS**

Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.

92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.

93. **STAKEOUT-CONSTRUCTION CONTROL**

Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I I(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project

Manager. This work is considered incidental to the contract and no extra compensation will be paid.

94. **DEBRIS** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
95. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

.INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's

Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

**IFB #31-13, FURNISH AND INSTALL PLAYGROUND EQUIPMENT AT DAVID SCULL PARK AND MONTROSE
COMMUNITY CENTER PARK**

City Hall
111 Maryland Avenue
Rockville, MD 20850

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**FURNISH AND INSTALL PLAYGROUND EQUIPMENT AT
DAVID SCULL PARK AND MONTROSE COMMUNITY CENTER PARK**

SPECIFICATIONS

1. PROJECT

Provide and install playground equipment at two (2) City parks. Project shall include all labor, materials, equipment, demolition and removal of existing units, safety undersurface, border panels, excavation, installation, inspection, incidentals, guarantee for new play structures, border panels, safety undersurfaces, playground safety signs, benches, safety audits, and compliance certificates.

David Scull Park shall have one (1) ADA picnic tables, and one (1) standard picnic table, installed on contractor provided concrete pads with securing hold down brackets and two (2) waste/recycling station installed on contractor provided concrete pads with securing hold down brackets, two (2) grills on contractor provided concrete pads, and Three (3) park benches on contractor provided concrete pads

Montrose Community Center Park shall have one (1) ADA picnic table, and five (5) standard picnic tables anchored in place using "Pilot Rock anchor # AT 1". Five (5) waste/recycling station installed on contractor provided concrete pads with securing hold down brackets. Three (3) grills on contractor provided concrete pads, and six (6) park benches on contractor provided concrete pads. **Note:** Montrose Park shall have two (2) separated play equipment areas; one (1) for age 2-5 and one (1) for age 5-12.

Contractor shall remove and properly dispose off-site the existing playground equipment at David Scull Park and Montrose Community Center Park, including picnic tables and benches where new items are being installed.

2. THE TWO (2) PARK LOCATIONS

David Scull Park 1133 First Street, Rockville, MD 20850

Montrose Community Center Park, 451 Congressional Lane, Rockville, MD 20850

3. PROJECT OWNER

City of Rockville

Department of Recreation and Parks

14625 Rothgeb Drive

Rockville, MD 20850

Phone: 240-314-8700

Fax: 240-314-8719

4. PROJECT MANAGER

Dianne Fasolina, Parks Maintenance Supervisor

City of Rockville

Department of Recreation and Parks

14625 Rothgeb Drive

Rockville, MD 20850

Telephone: (240) 314-8711

Email: dfasolina@rockvillemd.gov

Alternate

Michael Critzer, Parks Services Manager

240-314-8703

Email: mcritzer@rockvillemd.gov

5. ADDITIONS/DELETIONS

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period the contract. The City of Rockville and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

The City reserves the right to delete units to meet budget limitations.

6. SITE INSPECTION

The exact location of the equipment shall be established in the field by the City. All equipment installation sites shall be approved by the City prior to construction.

The Contractor shall schedule installation dates with the Project Manager. Contractor shall notify Project Manager prior to commencement of work, work progress and problems that may occur as soon as possible.

The bidder is expected to have become familiar with and take into consideration site conditions which may affect the work and check all dimensions at the sites.

Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the contractor to fulfill in every detail all requirements set forth herein.

Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause interruption of or interference with the work of any other contractor, or City personnel at the site.

7. DELIVERY AND STORAGE

Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the City. The City shall not be responsible for inventory or security of equipment during the project.

8. STAGING

Project staging shall be located in areas approved by the City. The Contractor shall not impede access to the park, or infringe upon ADA accessible parking spaces or pathways

9. ACCEPTANCE AND PAYMENT

The Project Manager shall make payment upon final inspection and acceptance of the work. Payment shall not be made for any material in any given delivery or shipment until the material has been properly accounted for, both as to quantity and compliance with the specifications, and accepted by the Project Manager. All warranties and maintenance schedules shall be provided to the City prior to final payment.

The Project Manager shall inspect all work for acceptance upon written request of the Contractors. The Project Manager must receive the request at least ten (10) calendar days prior to the anticipated completion date.

Any replacements or punch list items deemed necessary by the Project Manager must take place within ten (10) days of notification. Final acceptance shall be made when all corrections are completed.

The invoice, in triplicate, shall contain the applicable Purchase Order number and shall be directed to:

City of Rockville
Attn: Parks Maintenance
14625 Rothgeb Drive
Rockville, Maryland 20850

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate for payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from date of Final Acceptance.

The City shall give notice of observed defects with reasonable promptness. Wherever the work "acceptance" occurs, it shall be understood to mean Final Acceptance.

11. TERM AND SCHEDULE OF WORK

Work may be scheduled for Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m.

12. SITE CLEANUP AND RESTORATION

This includes all backfilling and compacting to former or new grades, restoration of any damaged grades, materials, equipment, etc., to their original condition (by replacement if necessary) and seeding and mulching of restored grades per MSHA seed specifications or as directed by the Project Manager.

13. CONSTRUCTION SAFETY AND CLEANLINESS

Contractor shall maintain, at all times, a neat, clean, orderly and safe installation and construction site during the work. Protection of graded areas: protect newly graded areas from traffic and erosion and keep free of trash and debris. Repair and reestablish grades in settled, eroded and rutted areas to tolerances specified by the City. Recondition all areas that have been compacted by construction operations. Where completed areas are disturbed by subsequent construction operations or adverse weather, Contractor shall reshape, scarify surface and compact to required/necessary density prior to further construction.

14. PROTECTION OF CITY PROPERTY

Contractor shall protect, at all times, lawns, gardens, shrubs, trees, fences, equipment, walkways and structures, etc. from damage during construction. Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the City, and shall be to the satisfaction of the injured party and the City of Rockville.

Provide protective measures necessary for the safety of employees, the public and adjacent property. Comply with City and any other local government regulations, including all applicable OSHA requirements. Include the removal of damaged materials and replacement with new materials.

15. QUALITY CONTROL INSTALLATION AND INSPECTIONS

The Contractor shall provide experienced and trained personnel for installation of the equipment and install equipment in an orderly manner. Contractor shall provide quality control inspections of all work to ensure installation as per manufacturer's recommendations. Further, the City shall provide a strict inspection of all work by City staff. Contractor shall certify to the City, in writing, that all equipment has been installed and inspected for conformance to manufacturer's recommendation.

16. EXISTING UTILITIES

Contractor shall locate existing underground utilities in the areas of work, if any, and if in conflict with proposed project area, then seek alternative approved areas for project work after consultation with the Project Manager.

The Contractor shall be responsible for contacting Miss Utility prior to startup for work under this contract. Accidental interruption(s) caused by the Contractor and repair thereto shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the Project Manager, or his/her representative, at least one (1) day in advance of the expected occurrence.

17. BARRIERS AND SIGNAGE

Contractor shall secure the playground and staging areas during the construction period. Temporary barricades shall be used on unprotected openings of incomplete playground structures. The construction and staging areas will be enclosed with construction fencing during any time construction is on-going at a site.

18. SHOCK ABSORBING UNDERSURFACE MATERIAL

The poured-in-place rubber undersurface material shall be "GT IMPAX Recycled Bonded Rubber. Poured-in-Place Unitary Safety Surface", Brand Name or Equal. Color of the rubber shall be a mix of brown, yellow and green rubber chips. Plastic borders shall be a minimum of eight (8) inches tall. Filter cloth shall be installed as a separation between soil and stone base and also stone base and rubber. A minimum of 4.5 inches of #57 stone shall be used as a stone base. Stone base shall be leveled and compacted to reduce settling. A minimum of 3.5 inches of "GT IMPAX Recycled Bonded Rubber or equal protective surfacing shall be installed and shall be level with the top edge of the plastic border timbers. "GT IMPAX Recycled Bonded Rubber or equal protective surfacing shall be installed to a depth that ensures that the critical height of the protective surfacing is equal to or exceeds the fall height of the play equipment. The Contractor shall provide certification that the protective surfacing meets all current ASTM F1292 standards and has no value exceeding 200 g-max or 1,000 HIC. See attached specifications, **Exhibit C**.

19. PARK BENCHES, PICNIC TABLES, TRASH RECEPTACLES and GRILLS

Park Benches inside play unit shall be "GameTime" perforated steel 6', model #28008, in ground mounted color shall be brown. See Bid Proposal Form and attached specifications, **Exhibit D**.

Park Benches shall be "Upbeat Site Furnishings" slotted steel # 22FSC-L1337 Brand Name or Equal. The color of the benches shall be brown. See Bid Proposal Form and attached specifications, **Exhibit D**.

Picnic Tables shall be GameTime Heavy Duty Picnic Table, in standard 6' and ADA accessible 8' perforated steel, # 28014 Brand Name or Equal. The color of the picnic tables shall be brown. At Montrose Community Center Park, tables will be anchored in ground using "Pilot Rock anchor AGS - 1". David Scull Park picnic tables will be anchored to contractor provided cement pads. See Bid Proposal Form and attached specifications, **Exhibit D**.

Trash Receptacles shall be "Upbeat Site Furnishings" 50 gallon **side door opening** Metrix Receptacle with top and liner # 22CCS-L2006, Brand Name or Equal. The color of the trash receptacles shall be Brown See Bid Proposal Form and attached specifications, **Exhibit D**.

Grills shall be "Pilot Rock # A-20/S B2 Premier Park Grill" (with optional shelf) – in ground mount, Brand Name or Equal. The color shall be black. See Bid Proposal Form and attached specifications, **Exhibit D**.

20. PLAY STRUCTURE

This refers to any and all approved playground equipment that is pre-manufactured and normally described in product literature such as catalogs, brochures and price lists, or structures designed using those components. The successful contractor is to include two maintenance manuals with schedules from the equipment manufacturer covering all components, parts and materials, with part numbers, costs, quantities and two (2) 8-oz. cans of touchup spray paint for each paint color on the equipment. No equipment may be submitted for approval that has had continuing unresolved defects or problems within the past two (2) years of the bid submittal date of this contract.

21. INSTALLATION

All equipment covered by the contract shall be installed as per manufacturer's specifications and shall be installed in a correct, clean and safe manner, including inspection and job monitoring for compliance by manufacturer. The manufacturer's representative shall be available to meet, on site, at the request of the Project Manager within 24- hours after notification.

The Contractor shall provide two (2) sets of a full and complete set of shop drawings (installation instructions with plan views and dimensions of structures) prior to the start of construction.

22. INSURANCE – CONTRACTOR

See City's Insurance Requirements, pages 19 and 20.

23. PLAY EQUIPMENT CERTIFICATION

All materials and equipment shall be approved by the City, in advance, through shop drawings, samples, or catalog submittal prior to construction. The City reserves the right to inspect all proposed materials and equipment used within the project to ensure the standard of quality and performance intended for this project.

- a. All play equipment shall be designed and installed to meet the current ADA Access Board (ADAAG) requirements or recommendations.
- b. All play equipment shall be certified by the International Play Equipment Manufacturers Association (IPEMA) for conformance to ASTM-F1487-11 (and most recent revisions) Standard Specification for Playground Equipment for Public Use.

24. BRAND NAME OR EQUAL SPECIFICATIONS

The equipment and materials in this bid contain specifications describing required characteristics of play equipment structures based on models by "GameTime" as represented by West Recreation, Inc. 800-233-0529. The design elements of the equipment and materials are for the purpose of describing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Playground equipment shall be "**GameTime**" **Product / Drawing # 51331-01** at David Scull Park, Brand name or Equal.

"**GameTime**" **Product / Drawing # 51336-A07** at Montrose Community Center Park age 2-5 unit, Brand name or Equal. "**GameTime**" **Product / Drawing # 51336-B08** at Montrose Community Center Park age 5-12 unit, Brand name or Equal.

"GameTime" (a Play Core Company) has been specified as an example of design, manufacture, quality, finish and durability. Any deviation from the specified equipment must be accompanied with sufficient information, including, but not limited to specifications, catalogs, cut sheets and 3-D drawings of specific structures, to prove that it meets or exceeds the specified product and will fit within the area as designed.

All major playground structures, including swing units, shall have support posts equivalent to five (5)-inch O.D., 11-gauge pre-galvanized steel.

David Scull Park ages 2-5 Play Structures, 'Xscape' support post shall be a minimum of (three and one half inch (3.5") O.D. and a minimum gauge of thirteen (13 gauge) galvanized steel. **David Scull Park ages 5 -12** Play structure 'Prime Time' support post shall be a minimum of (three and one half inch (3.5") O.D. and a minimum gauge of thirteen (13 gauge) galvanized steel. Swings shall be five (5)-inch O.D., 11-gauge pre-galvanized steel.

Montrose Park ages 2-5 Play structure 'Prime Time' support post shall be a minimum of (three and one half inch (3.5") O.D. and a minimum gauge of thirteen (13 gauge) galvanized steel. Swings shall be five (5)-inch O.D., 11-gauge pre-galvanized steel.

Montrose Park ages 5-12 play structure 'Power Scape' , shall have support posts equivalent to five (5)-inch O.D., 11-gauge pre-galvanized steel.

The City of Rockville will consider Brand Name or Equal products, including minor variations in sizes, dimensions and elements. Community approval of the equipment is required. (Variations must be noted and explained on the Bid Proposal Form).

All bidders submitting "or equal" products shall include plans, designs and specifications with the bid document for all component materials and equipment proposed, with exceptions clearly documented.

The anticipated life expectancy of the equipment is approximately 15-20 years. If offering a brand of equipment that has never been installed at a Rockville City park, you will be required to include on your list of references, structures that have been installed at least five (5) years to enable staff to assess their durability.

The play equipment will be evaluated on the following criteria: how the manufacturer's offered equipment meets specifications; a total assessment by City staff of the installed price; how close your drawings and play events achieved the original design intent; recommendation by the playground design Advisory Team. There shall be no pre-approval of play equipment prior to bid submission.

25. PAINT AND COATINGS

Colors: Play equipment shall have tan, green, red and brown color combinations. Colors shall be as shown in the Exhibit A1 and Exhibit B1,

All paints and coatings on this project shall be lead free and subject to independent testing and manufacturer certifications.

26. EXCAVATION AND SOILS

This refers to all soil removal and ground preparation prior to installation of equipment, edging, safety surface, etc. Contractor shall meet, provide and maintain "State of Maryland and City of Rockville" sediment control requirements and tree protection. The Contractor shall provide a uniform 1-2% slope, remove any rocks one (1) inch and over, debris, roots, vegetation, etc. from the playground area. It shall be the responsibility of the Contractor to see that no objectionable materials, as listed above, are left under the safety surface.

Excavate existing material as necessary to provide for a level transition from the top of the border panels to existing walkway to ensure wheelchair user access (Project Manager will determine these transition areas at the mandatory pre-bid meeting). Excavations for footings shall be cut along neat lines to the dimensions and depths necessary. Soils shall be unclassified. Equipment shall be placed in the center of footing excavation.

27. DEWATERING

Prevent surface water and subsurface or groundwater from flowing into excavations, footings and project site. Provide dewatering system components necessary to convey water from excavations.

28. SOILS STORAGE

Stockpile satisfactory excavated materials where directed until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations.

Dispose of excess and or unsatisfactory and waste materials as specified hereinafter.

29. CONCRETE

All play equipment concrete footers shall be filled with concrete to two (2) inches below finished grade. All footings to be covered with three (3)-inch fill and to have sloping top surface.

The base on which concrete is to be poured shall be free of water, mud, debris, loose materials, oil, frost and ice.

The Project Manager shall be notified at least 48 hours in advance of concrete laying.

If any concrete is found to be defective, the Contractor will, at the direction of the Project Manager, remove and repair defective concrete at no cost to the City. Concrete shall be deemed defective if it does not meet the specified strength requirements.

Concrete used for footings and picnic table and bench slabs can be machine-mixed, on-site, utilizing prepared bag mixes and clean water. Concrete mix not used within 45 minutes after water has been added shall be wasted and shall not be used. All footers shall remain open for final inspection of concrete in place. Concrete pads under picnic tables and trash receptacles shall be a minimum of four (4) inches thick and shall be installed over a minimum of four (4) inches of CR-6.

Provide normal weight concrete with the following properties:

- Minimum ultimate compressive strength of 4,000 psi at 28 days
- Portland Cement: ASTM C150 Type I
- Aggregate: ASTM C33
- Water: Potable
- Air Content: 4% +/- 1%
- Slump: Maximum 3 inches +/- 1 inch

Fill and Backfill

Backfill and fill materials shall be satisfactory soil materials and free of rock or gravel larger than two (2) inches in any dimension, debris, waste, frozen materials and other deleterious matter.

30. DEMOLITION AND DEBRIS REMOVAL

The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon request by the Project manager, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

31. COMPLIANCE AND CERTIFICATION

Manufacturer of playground equipment must comply and provide the following certifications:

- a. Certificate of Insurance with a minimum of \$1,000,000 in liability.
- b. Certification of compliance with ASTM-F1487-11 (and most recent revisions) Standards.
- c. Certification of compliance with applicable CPSC (and most recent revisions) Guidelines.
- d. A National Playground Safety Institute certified playground safety inspector must inspect and certify that equipment has been installed in accordance with manufacturer's specifications, meets ASTM – F1487-11 standards, and applicable CPSC Guidelines. Copies of safety audits must be included with certification.
- e. IPEMA certification of equipment conformance to ASTM-F1487-11.
- f. Certification of compliance with current ADA – ADAAG Standards.

All play equipment provided must meet the American Society for Testing and Materials (ASTM F 1487-11, & 1951) standards and current applicable Consumer Product Safety Commission (CPSC) guidelines. A signed written statement from the manufacturer to that effect shall be furnished to the City. The manufacturer shall provide this requirement at no additional cost to the City.

The equipment shall be installed by an experienced professional installer. Provide references of locale, recent, and like equipment installations in compliance with CPSC and ASTM -F1487-11 standards.

The Contractor shall submit the aforementioned documents to the City. All warranties and maintenance schedules shall be provided to the City.

32. PRODUCT MANUALS

Successful Contractor shall submit a complete maintenance and safety inspection manual on all equipment installed under the contract.

33. GUARANTEE/WARRANTY (5-year/100% warranty)

The Contractor warrants to the City that all materials furnished under this Contract shall be new and that all work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective.

All equipment and parts furnished and installed under these bid specifications shall be guaranteed without limitations and conditions for all equipment, materials, workmanship and installation, including corrosion, hazards, rust, deterioration, for a minimum period of five (5) years from date of acceptance, in addition to all standard manufacturers guarantees and warranties that may exceed the required five (5)-year 100 percent warranty. Exception: vandalism and abnormal use.

Neither the recordation of Notice of Completion nor the final certification or payment nor any provision of the Contract or partial or entire use, or occupancy of the premises by the City shall constitute an acceptance of the work not performed in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy all effects in the Work and pay for all damage to other work resulting there from which shall appear within a period of one (1) year from the date of Final Acceptance of the entire Project. The City will give notice of observed defects with reasonable promptness.

The City is hereby authorized to make such repairs and charge the Contractor with the actual costs of such necessary labor and material, if, within five (5) days after mailing of a notice in writing to the contractor or his/her agent, the contractor shall neglect to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the City, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation, the operation or use of the materials or equipment furnished under this Contract proves to be unsatisfactory to the City, the City shall have the right to operate and use such materials or equipment until it can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the guarantee period required for the acceptable corrected or rejected items of materials or equipment.

Nothing in this Section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the Owner for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this Section shall not amount to nor shall it be deemed to be a waiver by the Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under these specifications for defective materials under the laws of this State pertaining to acts of negligence.

34. SUBMITTALS – Bidder's Equipment

To enable assessment of the bidder's equipment, the following items shall be submitted with the bid (a complete list of submittals is found on page :

- a. Copy of bidder's specifications.
- b. Complete set of 2D drawings showing all play events and equipment.
- c. Pictures and complete sets of 3D drawings showing all play events and equipment on which you are bidding. Color of equipment shall also be shown.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

BID PROPOSAL FORM

**INVITATION FOR BID NO. 31-13
PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT
DAVID SCULL PARK AND MONTROSE COMMUNITY CENTER PARK**

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED IN DUPLICATE

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS, DRAWINGS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, MATERIALS, AND RELATED SERVICES NECESSARY FOR AND INCIDENTAL TO THE WORK SPECIFIED IN THE BID DOCUMENTS TO FURNISH AND INSTALL PLAYGROUND EQUIPMENT, PICNIC TABLES, PARK BENCHES , TRASH RECEPTACLES, GRILLS AND SIGNS AT DAVID SCULL PARK AND MONTROSE COMMUNITY CENTER PARK FOR THE FOLLOWING CONSIDERATION:

Item	Description	Cost
1. <u>DAVID SCULL PARK</u> (see Exhibit A)	Item 1 TOTAL	\$_____
-	GameTime Product / Drawing # 51331-01 or Equal: Mfr/Model offered:_____	
-	Plastic Curb Border System: Mfr/Model offered:_____	
-	Bonded Rubber Safety Surfacing : Mfr/Model offered:_____	
-	Three (3) 6-Foot GameTime # 28008 Benches or Equal (brown): In ground mount (no concrete pad required) Brand Name or Equal Mfr/Model offered:_____	
-	Three (3) 6 – foot “Upbeat Site Furnishings” slotted steel # 22FSC-L1337 Benches or Equal (brown). On contractor provided concrete pad, 7ft x 4ft Brand Name or Equal Mfr/Model offered:_____	
-	Two (2) GameTime 6’ Picnic Table # 28014 or Equal (brown): On contractor provided concrete pad, 8ft x 12ft Mfr/Model offered:_____	
-	One (1) GameTime 8’ Picnic Table # 28014 ADA Accessible or Equal (brown): On contractor provided concrete pad, 8ft x 14ft Mfr/Model offered:_____	
-	Two (2) “Upbeat Site Furnishings” 50 gallon side door opening Metrix Receptacle with top and liner # 22CCS-L2006 Trash Receptacles or Equal (brown): On contractor provided concrete pad, 3ft x 3ft Mfr/Model offered:_____	

NAME OF BIDDER_____ RETURN THIS FORM IN DUPLICATE

UNIT PRICE

Provide unit price to be used for additions and deletions in the field as necessary during installations. Specifications for Unit Price work are on pages 21 through 29 and Exhibits A-D of this IFB.

Description	Unit	Unit Price
- Four (4)-inch drain pipe installed	Linear Foot	\$ _____
- Picnic Table on Concrete Pad *	Each	\$ _____
- Trash Receptacles on 3'x3' Concrete Pad **	Each	\$ _____
- Grills on 3'x3' Concrete pad ***	Each	\$ _____
- Six Foot Benches CR-138 on Concrete Pad****	Each	\$ _____

Specify Manufacturer/Model for Unit Price work:

- * Mfr/Model offered: _____
- ** Mfr/Model offered: _____
- *** Mfr/Model offered: _____
- **** Mfr/Model offered: _____

INSURANCE

The successful contractor will be required to submit a certificate of insurance (including endorsements and waivers) in accordance with Insurance Requirements Pages 19 and 20.

Confirm your firm's ability to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified. _____ YES _____ NO

COMPLETION TIME

Contractor shall commence work within **five (5)** days after receipt of Purchase Order and complete all work within **100** calendar days.

Confirm your firm's ability to meet the above outlined COMPLETION TIME, as specified. _____ YES _____ NO

W-9 FORM REQUIREMENT

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

SUBMITTALS

The following items shall be submitted with the bid:

- a. Bid Proposal Form (pages 30–36 of this IFB)
- b. Bid Bond in the amount of 5% of total cost
- c. Copy of equipment specifications, per Item 34, page 29
- d. Complete set of drawings showing all play events and color selections, per Item 34, page 29
- e. Pictures and/or catalogs showing the equipment bid, per Item 34, page 29
- f. Affidavit, page 37
- g. Reference form, pages 38-39
- h. W-9 (see link above)

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

SUB-CONTRACTING

Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit with their bids the following information:

- 1) A description of the items to be subcontracted, and
- 2) The subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

ADDENDA

If an Addenda issued, it will be posted on the City's website - www.rockvillemd.gov. Bidders are responsible for checking the City's website periodically for all addenda prior to the due date.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: #_____or _____none.

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? _____

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF BIDDER _____ RETURN THIS FORM IN DUPLICATE

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

NAME OF BIDDER _____ RETURN THIS FORM IN DUPLICATE

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City State Zip Code

EMERGENCY CONTACT NAME: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

NAME OF BIDDER _____ RETURN THIS FORM IN DUPLICATE

AFFIDAVIT

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct. Signature and Title _____

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

REFERENCES

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of **five (5)** years. He shall furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed.

1. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

2. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

3. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

NAME OF BIDDER_____ RETURN THIS FORM IN DUPLICATE

LIST THE LAST TWO CONTRACTS COMPLETED BY YOUR FIRM.

4. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Contract Amount _____ Name of your project supervisor: _____
Scheduled completion date: _____ Actual completion date: _____
Percent of work by own forces: _____
Description: _____

5. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Contract Amount _____ Name of your project supervisor: _____
Scheduled completion date: _____ Actual completion date: _____
Percent of work by own forces: _____
Description: _____

NAME OF BIDDER _____ RETURN THIS FORM IN DUPLICATE

SAMPLE

C O N T R A C T
For Machinery, Supplies, and/or Services

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR

This Agreement, made this _____ day of _____, 20____, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of _____ dollars(\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) _____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.



CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the "Surety", are held
and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in
the penal sum of *(100% of Contract Amount)* _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with the Owner, dated the ____ day of _____, 20_____, a copy of which is hereto
attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,
and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if
he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____ Corporate Secretary or Asst. Secretary _____ (Print or Type Name and Title)	_____ Principal By _____ (Seal) President or Vice President _____ (Print or Type Name and Title)
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(Address)

ATTEST:

_____ Witness as to Surety _____ (Print or Type Name and Title)	_____ Surety By _____ (Seal) Attorney-in-Fact _____ (Print or Type Name)
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_____ (Address)	_____ (Address)
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NOTE: Date of Bond must not be prior to date of Contract.

- (2) Correct name of Contractor
- (3) A Corporation, a Partnership or an Individual
- (4) Name of Surety
- (5) Name of Owner
- (6) If Contract is Partnership, all partners should execute bond



CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____

hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the

"Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter called
"Owner", in the penal sum of *(100% of Contract Amount)* _____

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a
part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with
the construction of such work, and all insurance premiums on said work, and for all labor, performed in such
work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or
the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the
work or to the specifications
.

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

	_____ Principal
	By _____ (Seal) President or Vice President
_____ Corporate Secretary or Asst. Secretary	
_____ (Print or Type Name and Title)	_____ (Print or Type Name and Title)

(Address)

ATTEST:

	_____ Surety
	By _____ (Seal) Attorney-in-Fact
_____ Witness as to Surety	
_____ (Print or Type Name and Title)	_____ (Print or Type Name)

_____ (Address)	_____ (Address)
--------------------	--------------------

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond